



Request for Qualifications & Proposals

Release Date: Month 00, 202X

Proposal Due By: September 28, 2022

1701 Marina Boulevard Request for Proposals

Disposition and Development of a 24.68-Acre Site in San Leandro, California

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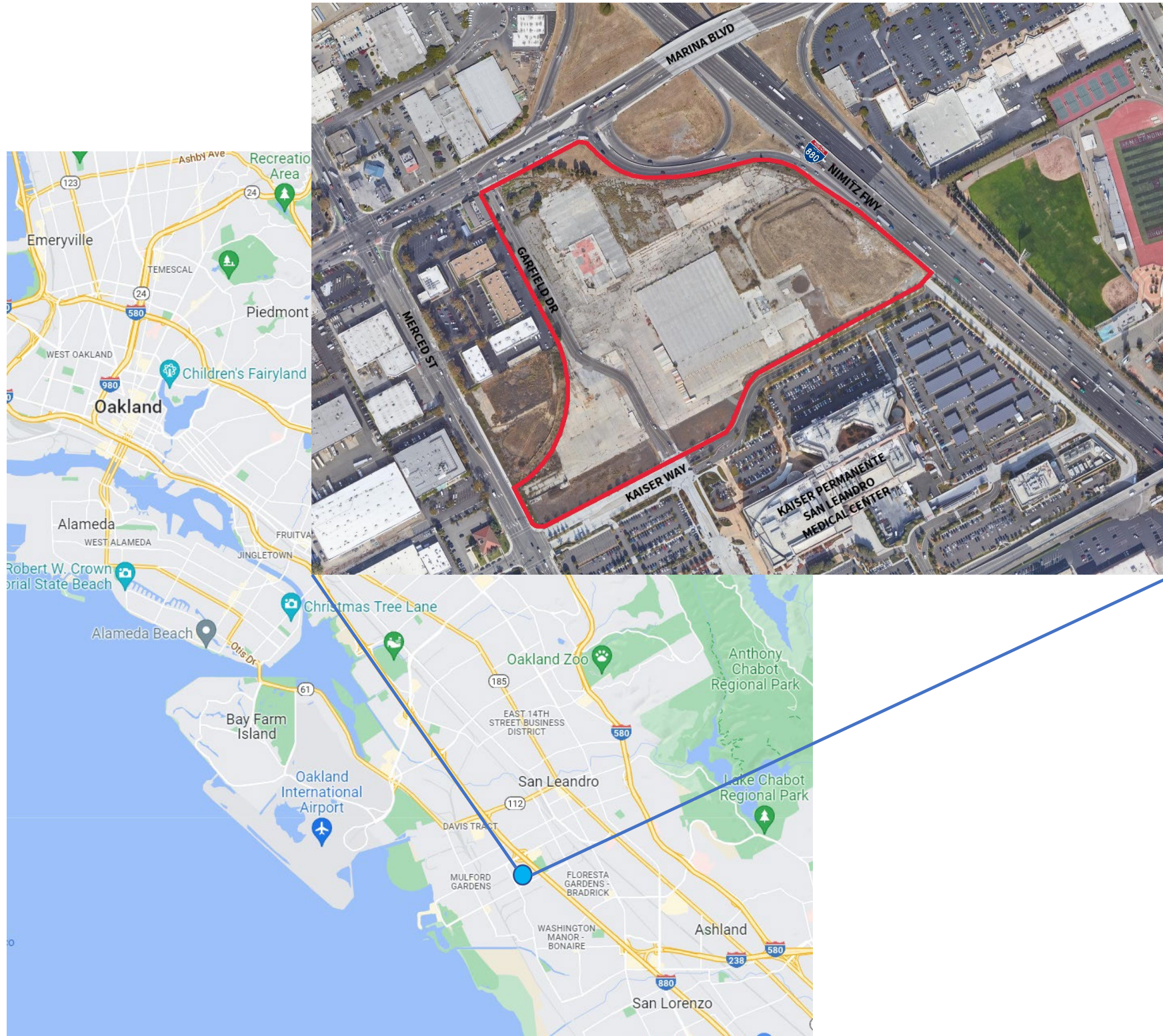
KAISER PERMANENTE

welcome



Opportunity

Overview



Kaiser Permanente (“Kaiser”) requests highly qualified development teams to respond to this Request for Qualifications and Request for Proposals (“RFQ” and “RFP”) for the 24.68-acre Kaiser owned site located at 1701 Marina Boulevard, San Leandro, CA 94577 (Assessor’s Parcel Nos. 077A-0647-014-002 and 077A-0647-009-037) (“Property”), and as further described in this RFQ/RFP.

Kaiser is offering to sell the Property to an experienced developer with a project concept that **creates community benefits and economic opportunities** through a mix of uses and amenities (“Project”). The selected developer and envisioned project will be governed by a Development Agreement, as provided in **Exhibit A**.

Kaiser intends to select a qualified developer who can demonstrate strong relevant experience with similar projects, **creativity in developing aspects of the project that provide community benefits**, financial capacity, and alignment to Kaiser’s mission and goals as outlined herein. Evidence of ability to finance, undertake and complete the Project is crucial to a successful submission.

Kaiser Permanente

Kaiser Foundation Hospitals and Kaiser Foundation Health Plan, Inc. (“Kaiser”) were founded in 1945 and is committed to providing high-quality, affordable health care services and improving the health of our members and the communities we serve. True to the legacies of its founding hospitals, Kaiser today continues to provide exceptional care to all of the diverse communities it serves across eight distinct regions in the United States. Kaiser recognizes its responsibility to take an active role in collaborating with community-based leaders and organizations to better understand the needs of its communities, to develop programs and policies to ensure access to healthcare services and to improve health status, particularly for underserved communities.

Our Mission: Kaiser Permanente exists to provide high-quality, affordable health care services and to improve the health of our members and the communities we serve.



Development Objectives



Kaiser seeks to improve the patient and family experience, while also improving its ability to provide the best quality care to its patients. In addition, Kaiser endeavors to work with a development partner to (i) provide quality retail, hotel and residential options for the residents of San Leandro and Kaiser's employees, (ii) generate long-term tax revenue for the City of San Leandro, (iii) maximize job creation opportunities for community residents (iv) support revitalization and beautification of the communities within the City of San Leandro and (v) incorporate other community benefits to the project site which could include a transit hub. Kaiser's community mission is to enhance the health and well-being of members it serves and to affect systemic change to achieve health improvements for its members. Everything Kaiser does in fulfilling its community mission is based on how it can best utilize its expertise, resources and partnerships to address the most critical health issues Kaiser members face today.

Development Objectives

Kaiser's goal is to sell the Property to a private sector developer(s) for the development and improvement of the property in alignment with Kaiser's goals, in accordance with the Development Agreement attached hereto as **Exhibit A**.

Kaiser possesses certain unique resources that would benefit the public in general, and development of the Property will offer the following benefits to the community:

- Transformation of the Property to a mixed-use development project which will contribute substantially to the improvement of the pedestrian environment, the retail vitality of the neighborhood, and the urban design and architectural character of this area of San Leandro.
- Enhancement of San Leandro's economy by providing new job opportunities and a source of customers for local retail and service establishments;
- Provide amenities to the general public that include retail, restaurants and residential units;
- Provide overnight stay options with the possible addition of a hotel on the site.
- Incorporate a transit hub/transit center to facilitate improved public transportation to this area as part of a larger community benefit attributed to the project.

Property

The Property is a ±24.68-acre site, or approximately 1,075,064 square feet, located at 1701 Marina Boulevard, San Leandro, CA 94577. The Property is governed by a Development Agreement (“DA”) dated June 15, 2010, which allows development of the parcels under two general scenarios. Mixed-use residential is allowed as of right in the General Commercial district however, a subsequent PUD level application and 12-18 month CEQA review is required for development of the retail parcel.

Mixed Use

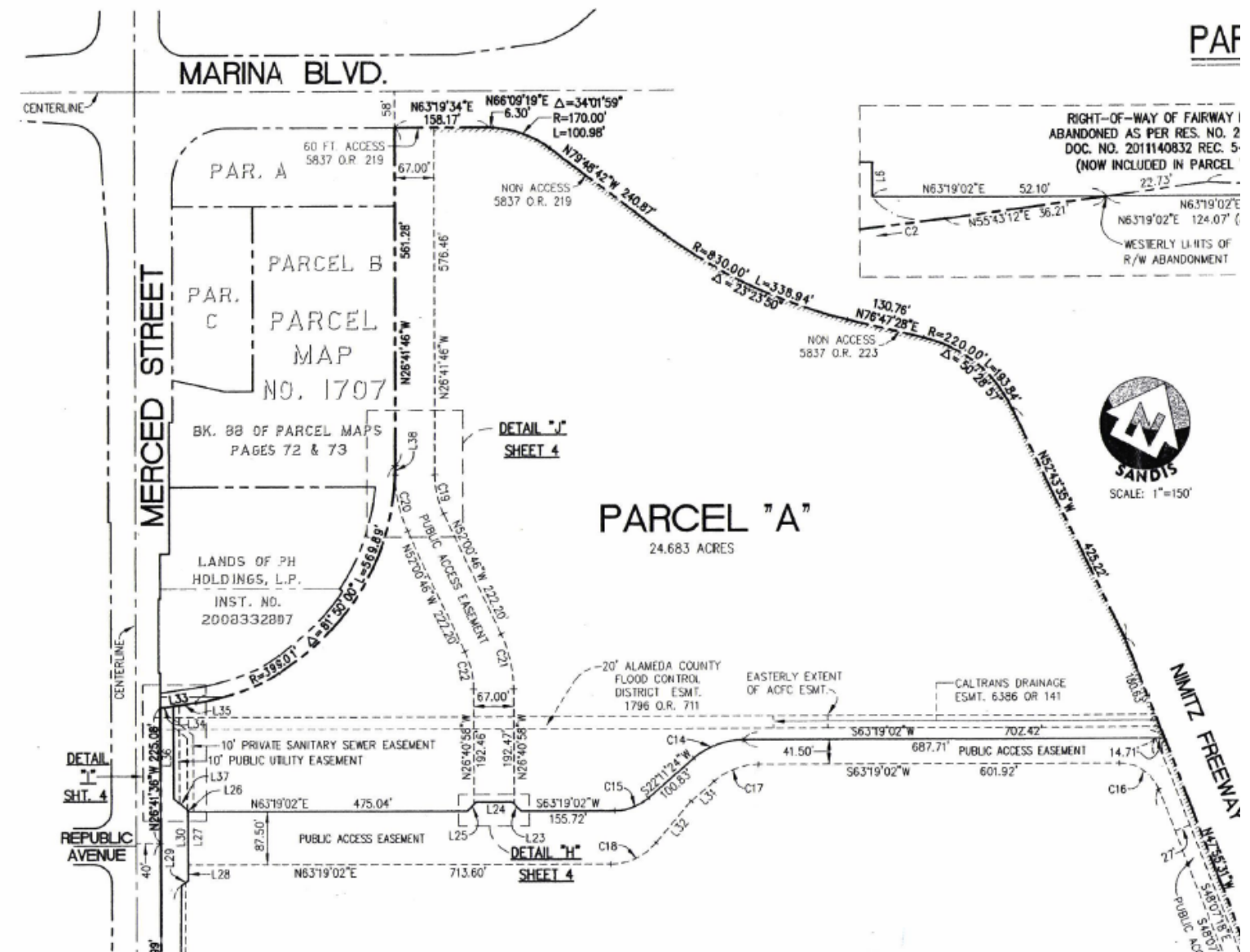
- Up to 387,000 SF of retail uses
- 250 residential units or 210 hotel rooms

All Retail

- Up to 432,000 SF of retail uses

Other key provisions of the DA include:

- The term of the DA for the retail development expires in 2025.
- The selected Developer will be required to pay for the widening of Merced Street at the General Foundry frontage to provide two left-turn lanes on to Republic Way, Kaiser/Developer is also responsible for the City’s engineering and planning costs.
- No requirement that selected Developer initiate or complete development of the Project or any particular phase of the project within any particular period of time.
- Kaiser may transfer and assign all or any portion of its interest, rights or liabilities under the DA and the Project Approvals to third parties.



Project Requirements



Requirements per the Development Agreement

The selected Developer will engage in the development of the Property according to the requirements set forth in the Development Agreement, attached hereto as **Exhibit A**, including but not limited to the following:

1. Any building, or portion thereof, that is occupied or used by a private entity shall be subject to the zoning and building code requirements of the City of San Leandro.
2. The selected Developer shall provide for the widening of the north leg of Merced at the General Foundry frontage to provide two (2) left-turn lanes on to Republic from Merced and one (1) through lane, and one shared-through-right lane on the southbound approach (the "Foundry Frontage Widening"). The selected Developer shall pay all costs relating to the City of San Leandro's planning and engineering efforts related to the Foundry Frontage Widening.
3. Kaiser may enter into a purchase and sale agreement with the selected Developer before or after the Kaiser Board of Director's' approval of the proposal.
4. The selected Developer must either file a bond for the performance of the agreement, or an irrevocable letter of credit for the performance of the agreement.

Funding Conditions

The following funding conditions will be a part of the Project:

1. Kaiser will not participate in any way in financing the Project.
2. The selected Developer will be expected to provide funding for all aspects of the design, construction, and operation of the Project at its own cost and expense. Additionally, Kaiser will not be responsible for buyer's broker's commission.
3. The selected Developer will be required to demonstrate adequate debt and equity financing to construct and operate the Property on a long-term basis.

Project Requirements



Funding Conditions (con't)

4. The selected Developer will be responsible for payment of any applicable property taxes for the Property and personal property taxes for the development but may also be entitled to apply for applicable property tax exemptions.
5. The selected Developer, with the assistance of Kaiser, will be responsible for obtaining the required environmental approvals and land use entitlements for the Project.

Additional Conditions

1. The selected Developer will be required to work closely with and consider Kaiser a partner in its planning, design and construction process. The purchase and sale agreement will require the selected Developer to prepare and secure Kaiser's approval for an overall work plan for all design and construction activities for the Project.
2. The selected Developer will be required to comply with standards for property maintenance, property management, capital replacement reserves, reporting requirements, and other operational requirements specified in the purchase and sale agreement as a condition of sale.
3. The selected Developer will be required to comply with all of the terms and conditions of the Development Agreement.
4. Kaiser intends to sell the Property in an "as-is" condition subject to certain limited representations and warranties related to Kaiser's current actual knowledge. Due Diligence documents, including Phase I and II Environmental Site Assessments for the Property are available to qualified bidders upon execution of a Non-Disclosure Agreement.



RFQ/RFP Process & Timeline

RFQ/RFP Process



Request for Qualifications (RFQ) and Proposals (RFP) Timetable

Kaiser will endeavor to follow the timetable set forth below (all days are calendar days, unless otherwise noted). However, the timetable is a guideline only and is subject to change at Kaiser’s sole discretion and without prior notice.

Proposed Timetable

| | |
|--|-------------------------------------|
| Issuance of RFQ/RFP: | On or before August 29, 2022 |
| Public Questions Deadline: | September 7, 2022 |
| Initial Interest and Qualifications Submittal Deadline: | September 13, 2022 |
| Kaiser to Publish Response to Questions: | On or before September 9, 2022 |
| Notice of Selection to Continue: | September 16, 2022 |
| Presentation to Selection Committee: | September 21, 2022 |
| Final Responses to RFP Due: | September 28, 2022 |
| Proposals and Recommendations To Capital Strategy Committee: | October 21, 2022 |
| Firm Selected and Notified: | October 26, 2022 |
| Negotiate Purchase and Sale Agreement: | On or before November 23, 2022 |
| Submission to Kaiser Board: | October 28, 2022 (Board meets 12/7) |
| Kaiser Board Approval: | Within 45 days of submission |
| Kaiser Board Approval of Purchase and Sale Agreement: | Part of Kaiser Board Approval |

Kaiser Permanente Reservation of Rights

Kaiser reserves the right, in its sole and absolute discretion, and without liability to any responded to (1) modify or cancel the RFP process or schedule at anytime (including modifications to any terms or conditions within this RFP) or not sell the site for any reason; (2) waive minor irregularities; (3) reject any, or all, proposals of this RFP or seek new proposals when it is in the best interest of Kaiser to do so; (4) seek clarifications or additional information from respondents as it deems necessary for the evaluation of responses; and (5) award or proceed with negotiations with other respondents if negotiations with the selected buyer are not successful.

Kaiser accepts no financial responsibility for any cost incurred by the respondent during the RFP process. All submittals become the property of Kaiser and may be used in any way deemed appropriate.

RFQ/RFP Process



Request for Qualifications (RFQ) and Proposals (RFP) Process

This RFQ/RFP is intended to identify highly qualified development teams who are interested in contracting with Kaiser to develop the Property. This RFQ/RFP will proceed as follows:

Questions Regarding the RFQ and RFP

Any questions, interpretations or clarifications, either administrative or technical, about this RFQ and RFP must be requested in writing by 3:00 p.m. on **September 7, 2022**. Development teams are prohibited from contacting any staff member or employee of Kaiser in reference to this RFQ and RFP other than in public during a public hearing to assure a fair and equitable process. Development teams failing to abide by this prohibition will be disqualified from submitting a proposal for evaluation.

Oral statements concerning the meaning or intent of the contents of this RFQ and RFP by any person are unauthorized and invalid. All questions shall be directed to **Jeff Badstubner** or **Greg Whitney**, and sent via email, in care of, to the following:

Jeff Badstubner

Phone: 925-872-4550

Email: jeff.badstubner@am.jll.com

Greg Whitney

Phone: 424-352-5855

Email: greg.whitney@am.jll.com

Initial Interest and Qualifications Deadline

The Initial Interest and Qualification responses are due on Monday, **September 13, 2022**, by 3:00 p.m. Pacific Time. Any submissions received after 3:00 p.m. will not be considered. Kaiser requires that all interested development teams submit organizational charts, qualifications, and references as per Section III Part 2 of this RFP. The selected development teams from the Initial Interest and Qualifications submissions will be invited to submit proposals as per Section III Part 3 of this RFP.

RFQ/RFP Process



Request for Qualifications (RFQ) and Proposals (RFP) Process (con't)

Publication of Kaiser's Responses to Questions

On or before **September 9, 2022**, Kaiser will publish responses to any questions, interpretations or clarifications, either administrative or technical, about this RFP. All pertinent questions will be answered in writing and conveyed to all development teams via email.

Notice of Selection to Continue

On or about **September 16, 2022**, Kaiser will notify and invite selected development teams from the Initial Interest and Qualifications submissions to submit proposals.

Proposal Deadline

Selected development teams from the Initial Interest and Qualifications must submit proposals in accordance with the Request for Proposals Response Requirements (following section). Proposals are due on Wednesday, **September 28, 2022** by 3:00 p.m. Pacific Time. Any submissions received after 3:00 p.m. will not be considered.

Evaluation of Proposals

Development teams will be asked to provide background on experience, resources, and expertise needed to design and construct a successful Project on time and on budget. Past design and development experience, especially with similar types of projects, will be a critical factor in evaluating the RFP responses. A development team's financial capacity and its ability to provide financing will be important factors in determining the most qualified development team.

RFQ/RFP Process



Request for Qualifications (RFQ) and Proposals (RFP) Process (con't)

Evaluation of Proposals (con't)

Key Criteria for RFP evaluations will include the following qualifications and experience of the development team:

- Provide the best approach for the Project to support Kaiser's overall objectives as described in this RFP;
- Provide cost effective solutions to meet Kaiser's programmatic requirements;
- Demonstrate financial ability to provide project financing for the Project; and
- Demonstrate knowledge and experience to successfully design and construct similar types of facilities as those proposed for private use on the property.

Kaiser will evaluate and rank the development teams' proposals, in accordance with the criteria enumerated in the **Proposal Evaluation** section. Kaiser will select the top ranked development team(s) that meet the minimum qualifications to participate in interviews with staff to discuss their vision, qualifications and project approach. In the interview step, the selection process will be based upon the merits of a development team's qualifications, preliminary vision to support the architectural, programmatic and financial goals and aspirations of Kaiser, and their performance in the interview.

In addition, the top ranked development team(s) will be required to review and comment on a draft term sheet that outlines the key contractual terms and conditions with Kaiser. Kaiser will reserve the right to request a "Best and Final Offer" from the top ranked development team(s) after final RFP submissions are received.

Manner of Submittals

All responses must be submitted by email no later than the dates, times and email addresses indicated within this RFP. Responses submitted by any other means will not be accepted. Proposals not received by the due date and time specified will be rejected.

RFQ/RFP Process



Request for Qualifications (RFQ) and Proposals (RFP) Process (con't)

Manner of Submittals (con't)

Email Address/Phone for submittals:

Jeff Badstubner

Phone: 925-872-4550

Email: jeff.badstubner@am.jll.com

Greg Whitney

Phone: 424-352-5855

Email: greg.whitney@am.jll.com



Proposal Requirements

Proposal Requirements



Request for Qualifications (RFQ) and Proposals (RFP) Proposal Requirements

1. Overview

This section describes the RFQ and RFP submittal requirements necessary to be deemed a “Responsive RFP.” Kaiser will not consider any RFQ and RFP response that does not completely fulfill these requirements. A concise, professional, and complete response to the RFQ and RFP will help the Selection Committee identify the most qualified development teams and will be indicative of the level of the respondent’s commitment to the desired Project. Development teams will need to meet all applicable District, Local, State and Federal requirements.

2. Requirements - Initial Interest and Qualifications Submission

- A. **Cover Page.** The Cover Page shall include the title, date of submittal, name, address, telephone and fax numbers, and e-mail address of the principal contact.
- B. **Table of Contents.** Each response shall contain a clearly marked Table of Contents outlining each of the sections and corresponding page numbers.
- C. **Cover Letter.** The Cover Letter shall not exceed two (2) pages and include the following:
 - i. Identify the development team’s primary contact (include address, e-mail address and telephone number) who is responsible for all Kaiser queries made during the intake and processing of the response.
 - ii. If proposing joint venture partners and subcontractors, include company name(s), the types of services to be provided by each, and the primary contact for each.
 - iii. The signatory shall be a person with legal authority to bind the Selected Developer, and key partners as required for this RFP. NOTE: The signatory must be an employee of the responding entity on the development team that will be providing project financing.

Proposal Requirements



Request for Qualifications (RFQ) and Proposals (RFP) Proposal Requirements

2. Requirements - Initial Interest and Qualifications Submission (con't)

- D. **Team Organization Chart.** Provide an organizational chart and succinct narrative describing the role and relevant background experience of each of the firms and key individuals who will be involved in implementation of the Project and address the availability of resources, experience and capabilities to assure timely implementation of the Project. Describe overall project management structure and accountabilities.
- E. **Project Management Design and Construction.** For the design and development of the Project, provide a description of your overall project management structure and a description of the reporting relationships and accountabilities between firms and individuals. Describe your approach to communications within your team and between your team and Kaiser. This section shall identify the contact person with primary responsibility for the Project, the key personnel proposed to work on the Project, and joint venture partners and subcontractors. The persons listed will be considered committed to the Project with no substitutions without prior agreement.
- F. **Identify Project Financing.** Identify the responding entity who will be providing specified project financing, as well as any other key members of the development team, including the actual project lead for day-to-day management of the Project and any other consultants included on the development team at this time (name of individual(s), firm address, e-mail address and telephone number). At a minimum, the submittal shall identify the lead responding firm, joint venture partner firms, and experts in development operations.
- G. **Development Experience.** Provide a minimum of three (3) and a maximum of six (6) development projects which have been completed by the team, including identification and a brief description of each project's square footage, city and street address, construction/completion time frames and dates, and identification and role of the team members in the project. Photographs and/or graphics of projects must be included. Client and public agency references related to these projects shall be included. All projects are to have been completed within the last ten (10) years.
- H. **References.** Provide a minimum of three (3) references knowledgeable of proposer's projects undertaken (whether still pending or completed) within the last five (5) years. For each reference, please provide a contact person, address, and telephone number(s).

Proposal Requirements



Request for Qualifications (RFQ) and Proposals (RFP) Proposal Requirements

3. Requirements - Proposal

Submissions should be clearly marked “RESPONSE TO KAISER’S DEVELOPMENT REQUEST FOR PROPOSALS.” Subject to the project requirements specified in Section I Part 3 of this RFP, a development team’s proposal shall include the following items:

A. Description of Proposed Project

- 1) Describe key elements of the proposed Project.
- 2) Describe the manner in which the proposed Project will benefit Kaiser, the San Leandro community and other stakeholders.
- 3) Description of your team’s “Value Proposition” and unique expertise your team brings to this proposed Project.
- 4) Provide your ideas for Kaiser’s use of the site and your proposed use of the site.
- 5) Describe how the proposed Project will further Kaiser’s objectives and goals.
- 6) Provide your ideas around Community Benefits for the project including; physical site attributes (transit hub), short-term and long-term job creation for the project and other tangible items that would benefit the larger community.

B. Partnerships

Describe the quality, complexity, stability and longevity of the development team’s partnerships with medical institutions. Of particular importance is any development experience with other medical institutions, any specific examples of successfully working on a challenging project with a medical entity, and public and private sector references.

C. Operations Plan and Revenue Generation Opportunities

The following items will be the key criteria by which submissions for this section will be evaluated:

1. Overall approach to operating and maintaining the Project.
2. Show financial capacity of the development team, which forms the basis of the development team’s proposed Project.

Proposal Requirements



Request for Qualifications (RFQ) and Proposals (RFP) Proposal Requirements

4. Additional Submittal Requirements

This section contains instructions on how to prepare and submit a response to this RFQ and RFP. A concise, professional and complete response to the RFQ and RFP will help the Selection Committee identify the most qualified development teams and will be indicative of the level of the development team’s commitment to the desired project.

The development team shall follow the format specified in the following provisions. Each section of the submittal shall be tabbed according to the numbering system specified in this RFQ and RFP. Any development team that fails to provide all of the information requested in the order requested is subject to disqualification from the solicitation process without further consideration.

1. **Electronic Copies.** Please submit response in electronic format via email.
2. **Submission Presentation.** Responses to the RFP shall be submitted in .pdf file format. Each submittal shall not exceed 100 pages in length, excluding exhibits, tabs, and the table of contents. Each section of the response shall be tabbed according to the submittal organization.
3. **Submittal Organization.** The following table defines the required proposal elements of the RFP response. Responses must be submitted according to the table on the following page.

Proposal Requirements



Request for Qualifications (RFQ) and Proposals (RFP) Proposal Requirements

4. Additional Submittal Requirements (con't)

- I. Initial Interest and Qualifications Submittal
 - A. Cover Page
 - B. Table of Contents
 - C. Cover Letter (Maximum of 2 pages)
 - D. Team Organization Chart
 - E. Project Management Design and Construction
 - F. Identify Project Funding
 - G. Development Experience
 - H. References
- II. Proposal
 - I. Proposed Project
 - J. Partnerships
 - K. Operations Plan and Revenue Generation Opportunities

5. Kaisers Rights

Kaiser may investigate the qualifications of any individual or development team under consideration, require confirmation of information furnished, and/or require additional evidence of qualifications. Kaiser also reserves certain rights, including, but not limited to, the following:

- Reject any or all of the proposals.
- Issue subsequent RFQ and RFPs.
- Cancel the entire RFQ and RFP.

Proposal Requirements



Request for Qualifications (RFQ) and Proposals (RFP) Proposal Requirements

5. Kaisers Rights

- Amend any part of the RFQ and RFP process by addenda.
- Seek the assistance of outside technical experts in qualification or proposal evaluation.
- Require development teams to clarify submittals and to submit additional information.
- Meet with and interview development teams or individual members.
- Approve or disapprove the use of particular contractors or subcontractors.
- Establish a short list of development teams eligible for discussions.
- Waive informalities and irregularities in the RFQ and RFP.
- Inquire of Kaiser's personnel and consultants regarding development team's past performance.

6. Proposers Cost

Costs for developing proposals are entirely the responsibility of the development team and shall not be chargeable to Kaiser.

7. Proposals Become the Property of Kaiser

All materials, ideas, and formats submitted in response to this RFQ and RFP shall become the property of Kaiser on receipt and may be returned only at Kaiser's option and at the development team's expense. One copy shall be retained for Kaiser's official files. Proposals become the property of Kaiser and information contained therein is subject to disclosure under the California Public Records Act. Kaiser reserves the right to make use of any information or ideas contained in the proposal.

Proposal Requirements



Request for Qualifications (RFQ) and Proposals (RFP) Proposal Requirements

8. Rejection of Proposals

Kaiser may reject any or all proposals and may waive any immaterial deviation in a proposal. Proposals referring to terms and conditions other than Kaiser's terms and conditions may be rejected as being non-responsive.

Kaiser may make investigations as deemed necessary to determine the ability of the development team to perform the work, and the development team shall furnish to Kaiser all such information and data for this purpose as requested by Kaiser. Kaiser reserves the right to reject any proposal if the evidence submitted by, or investigation of, such development team fails to satisfy Kaiser that such development team is properly qualified to carry out the obligations of the contract and complete the work specified.

9. Cancellation

This solicitation does not obligate Kaiser to enter into an agreement. Kaiser retains the right to cancel this RFP at any time. No obligation, either expressed or implied, exists on the part of Kaiser to make an award or to pay any cost incurred in the preparation or submission of a proposal.

10. Addenda

Kaiser may modify this RFQ and RFP, any of its key action dates, and/or any of its Exhibits, prior to the RFP submittal date. Addenda will be numbered consecutively. It is the development team's responsibility to ensure they have incorporated all addenda.

11. Errors and Omissions

If a development team discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ and RFP, any of its Exhibits, and/or any of the addenda, the development team shall immediately notify Kaiser of such error in writing and request modification or clarification of the document.

Proposal Requirements



Request for Qualifications (RFQ) and Proposals (RFP) Proposal Requirements

11. Errors and Omissions (con't)

Modifications will be made by addenda. Clarifications will be given by written notice to all parties who have been furnished or who have requested an RFQ and RFP for proposing purposes, without divulging the source of the request for same.

12. Submission of Proposal

Proposals will be accepted on or before the date and time indicated in the submittal schedule, in accordance with Section II.

13. Confidential Material

Responses to this RFQ and RFP will become the exclusive property of Kaiser and subject to Government Code sections 6250 et seq. (the California Public Records Act). However, documents submitted to Kaiser in response to this RFP shall be treated as confidential and not shared with the public until Kaiser has selected the Selected Developer and its proposal.

Those documents that are corporate financial records, corporate proprietary information, trade secrets as that term is defined in Civil Code section 3426.1(d), or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure at any time. Kaiser shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is deemed to be required by law or by an order of the court. Selected Developers that indiscriminately identify all or most of their submittal as exempt from disclosure without justification may be deemed non-responsive.

In the event Kaiser is required to defend a Public Records Act claim or action for any of the contents of a proposal labeled "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", the Selected Developer agrees, upon submission of its proposal for the Kaiser's consideration, to defend and indemnify Kaiser from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

Proposal Requirements



Request for Qualifications (RFQ) and Proposals (RFP) Proposal Requirements

14. Requests for Clarification

Kaiser encourages potential development teams to resolve issues regarding the requirements through written correspondence and discussions during the period in which clarifying addenda may be issued. Kaiser wishes to foster cooperative relationships and to reach a fair agreement in a timely manner. Interpretation of the wording of this document shall be the responsibility of Kaiser and that interpretation shall be final.

15. Non-Endorsement

If a proposal is accepted, the Selected Developer shall not issue any news releases or other statements pertaining to the award/selection which state or imply the Kaiser's endorsement of the Selected Developer's services.

16. Performance Monitoring

If any key personnel, identified by the Selected Developer for the Project, should be unable to continue in the performance of assigned duties for reasons due to death, disability or termination, the Selected Developer shall promptly notify Kaiser explaining the circumstances. Changes in assignment of key personnel due to commitments not related to the Project are prohibited without Kaiser's prior approval.

On request by Kaiser, the Selected Developer shall furnish to Kaiser within seven (7) business days the name of the person substituting for the individual unable to continue, together with any information Kaiser may require to judge the experience and competence of the substitute person. Upon approval by Kaiser, such substitute person shall be assigned to this Project and, if Kaiser rejects the substitute, the Selected Developer shall have seven (7) days thereafter to submit a second substitute person. Such process shall be repeated for a reasonable period until a proposed replacement has been approved by Kaiser. Absence of acceptable key personnel for the Project shall constitute an event of default.



Proposal Evaluation

Proposal Evaluation



Evaluation and Selection of Proposals

A. Selection Committee

Kaiser personnel and external real property experts, including, but not limited to, Kaiser's real estate broker, will make up the selection committee ("Selection Committee"). Selection Committee members will be chosen from applicable disciplines with subject matter expertise. RFP responses will be evaluated by this Selection Committee.

B. Selection Process

The Selection Committee will evaluate submissions based on the quality of the materials submitted pursuant to Section III of this RFP. In accordance with evaluation criteria described in Section II Part (1)(f), submissions will be evaluated and scored based on their completeness, feasibility, innovation, and responsiveness to Kaiser's stated development objectives. Kaiser will conduct interviews with the highest scoring development teams.

C. Evaluation Criteria

All submittals in response to this RFP will be reviewed for their relative strengths and weaknesses based on the requirements described above. Rankings will be based generally on the completeness, responsiveness and quality of answers to this RFP. Submittals will be evaluated more specifically based on the following weighted criteria:

- 1) Development Team's Initial Interest and Qualifications – 30%
- 2) Development Team's Proposed Project – 50%
- 3) Development Team's Interview – 20%

1701 Marina Boulevard

RFQ/RFP

Issuance Date: [Day, Date]

Initial Response Deadline: September 13, 2022

Note: While Kaiser Permanente believes the information provided in this RFP is accurate, it does not guarantee the accuracy or completeness of the information and assumes no responsibility for any inaccuracies or use of the information by respondents. Respondents shall be responsible for performing their own due diligence and investigations, as they deem necessary, prior to submitting a proposal. As a condition of participation in the RFP process, each respondent agrees that Kaiser Permanente will not be responsible for any errors or omissions in the information contained in the RFP or for any respondent's reliance on such information.



Exhibit A: Development Agreement



San Leandro 2010 Development Agreement Summary

Summary of Development Approvals:

- **Development Approvals:**
 - **Kaiser Phase 1:** 436,000 sf, 4-6 story, 264-bed hospital; 275,000 sf, 6-story hospital support building; 31,000 sf CUP; 20,000 sf service yard; and 2,100 surface parking spaces. (Recital D and Section 6.11)
 - **Kaiser Buildout Phase:** Before January 1, 2030, up to a 175,000 sf 120-bed hospital expansion; two 100,000-sf MOBs; and associated expansion of CUP and structured parking. Allows Kaiser flexibility in final mix between the buildout uses, as long as the vehicle trip cap in the EIR is not exceeded. (Recital D and Section 5.04, 6.01, 6.11)
 - **Retail Project:** Kaiser can sell 25 acres of the total 63 acres for development of 387,000 sf retail, as well as either 250 one- and two-bedroom apartments; 210 room hotel; OR additional 45,000 sf retail (for a total of 432,000 sf retail). Will required additional EIR for Retail Project. (Recital E, H and Section 6.09 and 6.11)
- **General Plan Designation:** Redesignate the property for General Commercial. (Recital G.2)
- **Zoning:** Rezone the site to Commercial Community and Planned Development Overlay District. (Recital G.3)

Effective Date: Effective Date is when the ordinance approving the DA goes into effect (i.e. June 16, 2010). (Section 2.01)

Term: Twenty-five (25) years from the Effective Date for the Kaiser Phase I and Buildout and fifteen (15) years from the Effective Date for the Retail Project. (Section 2.02)

Extensions: None, unless there was a lawsuit; whereas the Term could be extended up to three years to make up for litigation period. (Section 2.03) (*Note: Need to confirm if there was a lawsuit.*)

Amendments: None

Fees:

- **Marina Freeway Interchange:** \$5,071,776 Kaiser fair share paid prior to execution of the DA (DA gives fair share as % of total interchange cost but does not say if payment is more than fair share). (Section 3.03) (*EIR includes some mitigation measures related to interchange*)
- **General City Fees:** Have to pay any City fees that were in place at time of Effective Date, unless otherwise stated. Fees will be based on regulations in place at time of payment. (Section 3.02 and 6.05)
 - The following fees will be paid per regulations in place at time fees are due: Building Permit (Section 3.02.a) and Planning (Section 3.02.b); Sanitary Sewer Connection (Section 3.02.g); and Sanitation (Section 3.02.h).
 - Project needs to pay all the following: Environmental Services (Section 3.02.d); County Department of Environmental Health (Section 3.02.i); and School District Fees (Section 3.02.j). (*School District Fees required by EIR Mitigation Measure PS-3*)
- **Long-Range Planning Fee:** Kaiser does NOT have to pay for Kaiser Project, but Retail Project will need to pay fees in place at time of permit. (Section 3.02.c)

- **Park Development Fee:** Need to pay City park fee, but if project includes qualifying parkland, will receive a credit. (Section 3.02.e)
- **Utility Undergrounding:** Kaiser/retail developer pay actual cost of undergrounding. (Section 3.02.f)
- **Fire Fighting Equipment Contribution:** Kaiser pays its fair share, \$655,877, at earlier of Certificate of Occupancy for Hospital Support Building and when City raises its share of the equipment cost. (Section 3.02.k)
- **Community Impacts Fund:** \$3.1M within 30 days of first building permit for Kaiser Phase 1. (Section 3.04)
- **Development Fees for Street Improvements:** Phase 1 did not pay, Buildout and Retail projects will be based on fee in place at time of building permit, minus any allowed credit for off-site improvements. (Section 3.04.a)
- **Exempted Outside Fees:** City will not include KP in any discretionary collection agreements. (Section 6.05)
- **Reimbursement of DA Costs and Fees:** Kaiser to pay for City costs related to the DA. (Section 10.04)
- **Reimbursement of Overpayment of Fair Share:** City will use best efforts to reimburse Kaiser for any overpayment of fair share of infrastructure improvements. (Section 4.06) (*Note: Kaiser paid more than its fair share for some of the infrastructure.*)

Other Required Community Benefits:

- **Shuttle:** Coordinate Kaiser shuttle system with West San Leandro Shuttle Route. Retail to comply with City's regulations related to shuttles. (Section 3.06)
- **TDM Program:** Implement Transportation Demand Management Program (TDM) to reduce vehicle trips for Kaiser Phase 1 and Buildout by 10-15%. (Section 3.07) (*EIR Mitigation Measure AQ-2.1*)
- **Foundry Widening Project:** Retail project required to pay for the planning and physical widening of the north leg of Merced along the Foundry frontage (or another mitigation that similarly addresses impacts). (Section 3.08) (*Appears to be EIR Mitigation Measure TR-1.2*)
- **EIR Related Infrastructure Improvements:** Need to pay fair share of mitigation measures, as identified in the EIR. (Section 3.09)
- **Assessment District:** Kaiser agreed to the formation of an assessment district to cover Kaiser's fair share of landscaping, public right of way, and signal maintenance. City has the right to form other assessment districts, which Kaiser can oppose, but Kaiser would be credits/fees reduced if the assessment district fees duplicated other fees paid by Kaiser under the DA. (Section 5.06 and Section 6.06.d)
- **General Contractor:** KP/Retail developer will facilitate meetings between the GC and City to encourage the GC to register in the City so that the City can collect use and sales taxes for GC. (Section 3.05.b)

Vesting:

Fee and Regulation Vesting: No new fees/exactions for term of the DA; exempt from moratoriums (except for health and safety issues); allows for flexible phasing; can use temporary modular/temporary buildings during buildout; and exempt from future HOV Lane



- Project costs. Only changes to laws that do not conflict with the DA, or which are federal/state, uniform code changes, or apply to off-site improvements, apply to the project. (Section 4.02, 6.05, 6.06, 6.07, 6.08)
- **Subsequent Approval Vesting and Review:** Kaiser is vested to build the project described in the DA, but must receive subsequent approvals. City to review subsequent approvals for consistency with the DA, and if denied must provide in writing. Kaiser provided flexibility in future uses, as long as the traffic generation rates from the EIR are not exceeded. (Sections 5.03, 5.04, 6.01, 6.02)
- **Life of Maps, Development Approvals and Permits:** Lasts as long as the DA is in place. (Section 6.10)
- **Conflict between DA and State/Federal Laws:** If there is a conflict between State and federal laws enacted post-Effective Date and the DA, the DA will be modified to comply with State/federal laws. (Section 6.06.c)

Other Key Features:

- **Phasing:** Kaiser has the right to phase the development as it wishes. (Section 6.11.d)
- **Amendments:** Can amend the DA (Section 7.02) and project and subsequent approvals (Section 7.01).
- **Suspension of DA:** City can suspend the DA if there is a health/safety issue on site. (Section 7.02.c)
- **Processing of Kaiser Project:** City will use best efforts to process the Kaiser project by May 31, 2010. City to prioritize the Kaiser project and keep adequate staff (Section 4.07). City will also allow for overtime for timely processing of future Kaiser projects (Section 5.02). City will also cooperate with Kaiser if Kaiser submits for other government permits pursuant to DA (Section 5.05).
- **Annual Review:** City to complete an annual review of the DA. (Section 10.03)
- **Taxes:** KP to pay taxes per state, local and federal rules. (Section 3.05)
- **Sewer and Water Availability:** City shall assist Kaiser to reserve water and sewer capacity for Kaiser Phase I and Buildout. (Section 4.05)
- **Coordination of Marina Interchange Improvements:** City to take the lead coordinating Marina Interchange improvements with Caltrans. (Section 4.08)
- **Solar Uses:** Solar will be allowed as an accessory use. (Section 6.03)
- **Conditions of Approval:** There were additional conditions of approval placed on the project. (Exhibit B)
- **Assignment:** Kaiser can assign the DA. (Section 8.01 and 8.02)



Exhibit B: Marketing Materials



KAISER
PERMANENTE®

Retail Trade Area - Big Box

2500 Merced St. San Leandro, CA

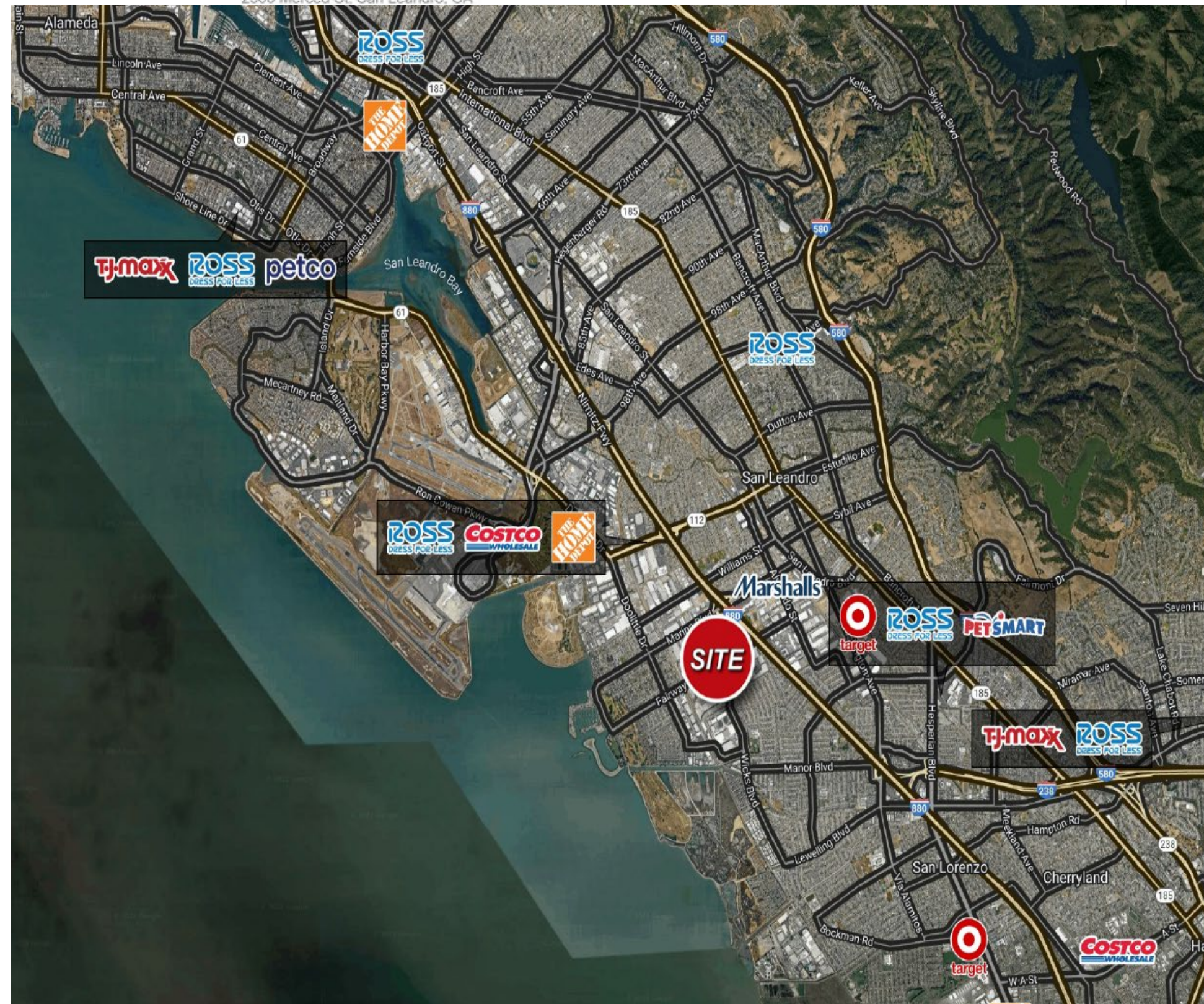




Exhibit C: Prohibited Uses



KP Prohibited Uses

Proposals shall consider and not include the identified prohibited uses below.

Prohibited Uses. No use or operation will be made, conducted or permitted on or with respect to the Site, which use or operation is obnoxious to, or out of harmony with KP's operations, including but not limited to, the following:

- a) any public or private nuisance;
- b) any noise or sound of a noxious nature due to intermittence, beat, shrillness or loudness;
- c) any obnoxious odor;
- d) any excessive quantity of dust, dirt, or fly ash; provided however, this prohibition shall not preclude the operation of a home improvement or general merchandise store;
- e) any fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks; provided, however, this restriction shall not apply to the operation of a sporting goods or outdoor recreation store or similar type operators;
- f) any refining, smelting, agriculture or mining operations;
- g) any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising;
- h) any dumping of garbage or refuse, other than in enclosed receptacles intended for such purpose (but the same does not prohibit government-required consumer recycling facilities;
- j) any cemetery, mortuary or similar service establishment;
- k) any automobile, truck, trailer, or recreational vehicle sales, leasing or display which is not at least 30% conducted inside of a building;
- l) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction operation;
- m) any bar or tavern which has more than fifty percent (50%) of its gross sales derived from the sale of wine, beer or other alcoholic beverages; provided, however, the restrictions and prohibitions on a bar or tavern as set forth above shall not apply to: "Big Box" sales of wine/liquor/beer like Total Wine and More, Costco, etc.: brewery/brew pub; craft distillery/distillery tasting rooms; winery/wine tasting room; and wine bar as they typically operate in first-class retail centers in the metropolitan area in which the Site is located. The parties acknowledge that the sale and vending of alcoholic beverages has diversified and, in many instances, become less noxious than the "package stores" and "taverns" of previous years.;
- n) any body and fender repair work;
- o) any church, synagogue, mosque or other place of worship;
- p) any medical offices, medical service providers or pharmacies, except (i) dental, orthodontia and related practices, chiropractic and medical supply related uses shall be permitted if expressly approved by Kaiser.
- q) any industrial use;
- r) any theater or cinema;
- s) any skating rink, bowling alley, teenage discotheque, discotheque, dance hall, video game parlor, pool room, massage parlor, off-track betting facility, casino, card club, bingo parlor, amusement gallery, rides, play for fun casino games, rodeo simulations, and carnival activities;
- t) any car washes, motor vehicle fuel or service stations
- u) any national fast-food retailers, while drive thru operations for other quick serve retailers will be allowed;
- v) any cannabis-related use;
- w) any flea markets; and
- x) any dry-cleaning facilities utilizing hazardous substances with an on-premises plant.

* The mutual intention is to allow the Site to attract cutting edge, professional tenants as they typically operate in first-class retail centers in the metropolitan area in which the Site is located and that the "lifestyle" orientation of shopping centers may mean emerging categories that are not adequately exempted above. The parties shall work cooperatively and in good faith to obtain exemptions for future uses not detailed above